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4 MORTEZA BENJAMIN RAY KARIMI, PRO SE  
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8 **UNITED STATES DISTRICT COURT**  
9 **NORTHERN DISTRICT OF CALIFORNIA**  
10 **SAN FRANCISCO**

11 MORTEZA BENJAMIN RAY KARIMI ) Case No.: 3:17-cv-05702-JCS  
12 )  
13 Plaintiff, ) **FIRST AMENDED COMPLAINT**  
14 )  
15 vs. )  
16 )  
17 GOLDEN GATE SCHOOL OF LAW, DEAN )  
18 ANTHONY NIEDWIECKI, in his official )  
19 capacity, )  
20 ) Judge: Hon. Spero  
21 ) Action Filed: May 14, 2018  
22 )  
23 Defendants. )  
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21 **DEMAND FOR JURY**

22 Comes now Morteza Benjamin Ray Karimi, Plaintiff in the above action, and files this  
23 Complaint seeking damages, and further alleges as follows:  
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**PERMISSION TO AMEND GRANTED**

Plaintiff filed the original Claim on October 3, 2017. Plaintiff files this amended complaint with the permission of the presiding Judge Spero as stated in his ruling on the injunction hearing held on April 20, 2018. Dkt. # 57. Judge Spero set a deadline of May 14, 2018 to submit the amended complaint.

**PARTIES**

Plaintiff was a student at Golden Gate School of Law (“GGU”). Plaintiff resided in San Francisco, California to attend the law school. Plaintiff is originally from Austin, Texas and relocated to San Francisco solely to attend GGU. Plaintiff no longer resides in California. Plaintiff is a resident and domiciled in Austin Texas. At the time of his attendance at GGU, Plaintiff planned to return and work in Texas.

Defendant is located in San Francisco, California. Dean Niedwiecki, in his official capacity, resides in San Francisco and holds office at GGU.

**INTRODUCTION**

Plaintiff attended GGU to fulfill his dream of becoming a lawyer and had this dream cut short when Dean Niedwiecki (“Dean”) abruptly and wrongfully placed Plaintiff on interim suspension only after a month of school. The Dean gave no reason in his initial suspension letter and did not communicate with Plaintiff regarding the suspension or when Plaintiff could return to school until after a week later. Even then, the Dean would not allow Plaintiff to return to school and was intent on keeping Plaintiff from returning to GGU. Not only did the Dean violate its own procedure as stated in the GGU student handbook, he also violated state law.

The Dean kicked Plaintiff out of school for emails that Plaintiff had sent regarding how class time was being spent. Students were asking for a class to be canceled so they could have a longer holiday. Students were also making announcements about their student organizations and bids for

1 student council during class time. Plaintiff reported these distractions to the administration to no  
2 avail. GGU did not even investigate or take action against a student who harassed Plaintiff earlier in  
3 the year. Plaintiff's emails asks students politely not to request for class cancellations and to not  
4 make irrelevant announcements during class time. Plaintiff never singled out a student and had  
5 intentions of improving the quality of education he was receiving. Plaintiff in turn received hostile  
6 emails from students which were shared with the whole class. Again, GGU failed to intervene in a  
7 productive way and responded by kicking Plaintiff out without regard to student handbook  
8 procedure or policies.  
9

10 Plaintiff was further humiliated by a defamatory email the Dean sent to students regarding  
11 Plaintiff and his situation. Plaintiff has suffered extreme mental and emotional distress due to the  
12 actions of GGU. Plaintiff has lost motivation and confidence in the legal profession. GGU's  
13 unethical, immoral, and illegal actions has adversely affected Plaintiff and his family.  
14

15 The Dean's heavy handed dealing with Plaintiff shows an abuse of power and a malicious  
16 intent to punish Plaintiff for Plaintiff's complaints of how the law school was managed. The Dean  
17 was offended that Plaintiff continued to communicate with students about distractions in the class,  
18 contrary to what the Dean ordered Plaintiff. The Dean attempted to curtail Plaintiff's freedom of  
19 speech and censor him. In doing this, the Dean violated state statute as well. The Dean had no  
20 legitimate justification for his suspension of Plaintiff except to satisfy his own ego. Plaintiff's  
21 actions meet none of the punishable offenses as stated in the student handbook.  
22

### 23 **FACTS**

24 Plaintiff moved from China back to the USA to attend GGU. Plaintiff chose GGU over  
25 another law school because of a merit scholarship awarded to him in the amount of \$40,000 a year.  
26 Plaintiff started classes in mid-August of 2017. Plaintiff took out a private student loan to pay for  
27 his education. The loan accrued interest.  
28

1 On Friday August 18, 2017, Plaintiff was harassed by another student who sits behind him  
2 in torts class. Plaintiff had raised his hand to answer a question the professor had asked after another  
3 student had read a law case. The student who sits behind Plaintiff told Plaintiff to put his hand down  
4 because it wasn't Plaintiff's case. Plaintiff kept his hand raised and when the professor called on  
5 him, asked if it was okay to ask questions on another student's case. The professor answered  
6 affirmatively. Then the student sitting behind Plaintiff said to Plaintiff, "You punk mother  
7 fucker..." to which the rest was not heard clearly by Plaintiff. Plaintiff immediately left class to  
8 inform Associate Dean of Law Student Support Jessica Bride ("Bride"). Bride called in campus  
9 security Mike Koperski ("Koperski"). The two informed Plaintiff that they would look into the  
10 matter and for Plaintiff not to return to class that day. Koperski and Bride said they would have a  
11 resolution by the next class, which was on Monday. As Monday approached, Plaintiff did not hear  
12 back from either of the two and inquired the situation to Bride. Bride gave the solution that Plaintiff  
13 switch seats. Plaintiff was upset by this solution. He had chosen his original seat because it was  
14 closest to the professor. Plaintiff informed Bride of this. Reluctantly, Plaintiff moved in order to try  
15 and focus on his education. Immediately after switching seats, the student who sat next to Plaintiff's  
16 new seat objected to having Plaintiff sit next to her and asked the Professor to make Plaintiff switch  
17 seats again away from her. Frustrated and distracted, Plaintiff refused to switch again. It was at that  
18 point the student who harassed Plaintiff was made to move by GGU administration so Plaintiff  
19 could return to his original seat. Plaintiff was told by Bride that there would be no further issues  
20 with the harassing student. Later that day, the harassing student injected himself into a group study  
21 Plaintiff was having with other students in the library. He was uninvited and proceeded to interrupt  
22 Plaintiff's conversations. Plaintiff left the group and reported the incident to Bride. Plaintiff did no  
23 get a response back.

24 Plaintiff had also called the San Francisco Police Department to report the incident.  
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1 On Friday August 31, 2017, Plaintiff's torts professor canceled a class scheduled by syllabus  
2 on Monday September 1, 2017. The cancellation was due to a request made by a few students who  
3 wanted a longer Labor Day weekend. The professor initially declined to cancel the class. The  
4 professor then made a deal with the class that if the class could define the tort "assault" verbatim, he  
5 would cancel the class. Only about five students defined the tort. Regardless of the results, the  
6 professor canceled the class.

7  
8 Plaintiff expressed his objection to the professor and to Bride. The professor said that he felt  
9 students were caught up with material and that it was to his discretion when he could cancel class.  
10 Bride offered no help or resolution. No compensation was given. Plaintiff then emailed his  
11 objection to his class. Plaintiff did not single out a student nor did he use any vulgar or threatening  
12 language. Plaintiff was civil, polite, and cordial.

13 Plaintiff received an email to speak with the Dean and Assistant Dean Mark Yates  
14 ("Yates"). The two asked how Plaintiff how would he like class cancellations to be handled in the  
15 future. Plaintiff told them that there should be no arbitrary class cancellations. The Dean asked  
16 Plaintiff not to use TWEN, the school intranet system, to communicate with students. Plaintiff never  
17 used TWEN to communicate with students.

18  
19 Around late August, students started making announcements during class time about their  
20 student organizations and their candidacy for student council positions. Such announcements would  
21 start before class and spill into class time, sometimes up to fifteen minutes. Professors would even  
22 allocate class time, sometimes up to thirty minutes, to allow a student to speak about these matters.

23  
24 Plaintiff expressed his objections to GGU about such actions being allowed however the  
25 announcements continued. After failure of GGU to intervene, Plaintiff emailed his class stating his  
26 objections to such announcements during class time. Plaintiff's emails did not single out anyone nor  
27 use foul, threatening, or any other aggressive language. Some students responded in a hostile  
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1 manner to Plaintiff's emails. The emails called Plaintiff a "coward" and a "bully. These emails were  
2 sent to the whole class.

3 GGU allowed an outside company to advertise on campus leading students to believe that  
4 attendance was mandatory. The "workshop" was scheduled in between classes and an email was  
5 sent to students by the GGU financial aid office. The workshop was not part of the curriculum.

6 On September 14, 2017, Plaintiff emailed the Dean about a professor who seemed to be  
7 discriminating against Plaintiff. The professor would cut off Plaintiff or not allow Plaintiff to speak  
8 when he felt Plaintiff was going off topic. Sometimes, the professor completely overlooked  
9 Plaintiff's raised hand. He did not treat other students in such manner.  
10

11 Later that day, the Dean emailed Plaintiff stating that Plaintiff was put on indefinite interim  
12 suspension. The email further states that Plaintiff can not come on campus and must not email  
13 anyone from GGU. The email does not give a reason behind the suspension nor a date when  
14 Plaintiff will be informed of further action. The email also states that his access to the library and  
15 electronic research systems has been discontinued. The email says that if Plaintiff violates these  
16 instructions, he will be subject to disciplinary action up to and including expulsion.  
17

18 Plaintiff did not read the email before the next class and went to school on September 15,  
19 2017. Plaintiff was greeted at the entrance by a man who Plaintiff had never seen before. Plaintiff  
20 then proceeded to the library to prepare for his next class. Plaintiff saw Bride enter the library,  
21 briefly look at Plaintiff, converse with a group of students, look at Plaintiff again, then exit the  
22 library. About five minutes before class was to begin, Plaintiff saw Koperski and the man who  
23 greeted Plaintiff at the entrance approach and speak with the same group of students as Bride spoke  
24 with. As Plaintiff attempted to exit the library, Plaintiff was blocked by Koperski and the man and  
25 told to follow them to a private room. In the private room Plaintiff was given the suspension email.  
26 Plaintiff requested police presence. Plaintiff left the GGU building and waited for police to arrive.  
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1 When police arrived, they told Plaintiff that he was suspended and if he comes back he would be  
2 trespassing.

3 Plaintiff attempted to contact the Dean to no avail. The Dean would not respond to  
4 Plaintiff's emails or phone calls.

5 The Dean then sent an email to the GGU community that was titled "ADVISORY: Recent  
6 Security Concerns". The email states that Plaintiff had some "behavioral issues" at GGU and has  
7 been requested to leave. The email further states that GGU will stay in contact with Plaintiff in the  
8 meantime and that there will be heightened security on campus. A classmate told Plaintiff that after  
9 the incident on September 15, 2017, GGU went into "lock-down" mode where all but one entrance  
10 and exit were blocked off.

12 On September 19, 2017, Plaintiff received an email from the Dean. The email does not state  
13 what Plaintiff did to deserve the suspension and sets forth a few courses of action which are:  
14 voluntary withdrawal, administrative withdrawal, or code of conduct proceedings. The Dean states  
15 that if there is no withdrawal, the Dean will submit a disciplinary complaint. The Dean states that he  
16 will submit a complaint based on Plaintiff not following his directions on communication with  
17 others. The letter gives conflicting dates of when to respond from seven to ten days. The letter states  
18 that if he does not hear back from Plaintiff, he will decide between administrative withdrawal and  
19 code of conduct proceedings. The Dean states that Plaintiff is not allowed to return to school in the  
20 meantime. The Dean offers Plaintiff his tuition and nothing more if he withdraws.

22 Plaintiff refused to withdraw and demanded compensation from GGU. Due to the Dean's  
23 involvement, Plaintiff wanted to speak with someone else regarding this matter. Plaintiff was  
24 referred to Vice President of Academic Affairs Barbara Karlin ("Karlin"). Karlin offered to refund  
25 Plaintiff's tuition plus interest, book fees, and deposits. Karlin states nothing more can be offered  
26 because this is a disciplinary matter. Karlin then later offers all of the above plus relocation  
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1 expenses. Plaintiff is then emailed by counsel for GGU, Mike Vartain (“Vartain”) with an  
2 agreement to pay all of the above on the condition that Plaintiff sign a waiver of claims. Plaintiff  
3 refuses the offer.

4 Plaintiff is then contacted by Yates in an attempt to persuade Plaintiff to take the offer with a  
5 new condition that Plaintiff would not have to sign a waiver. The total amount Plaintiff would  
6 receive would be \$6,500. When Plaintiff refused, stating he could get an injunction to return to  
7 GGU, Yates responded with “You’re not a lawyer.” Yates also chastised Plaintiff for not taking his  
8 advice. Yates states that if Plaintiff doesn’t withdraw and goes through a disciplinary hearing, it will  
9 end bad for him.

10  
11 Plaintiff received an email on November 28, 2017 from Visiting Professor and Director of  
12 the Veterans’ Legal Advocacy Center Dan Devoy (“Devoy”). Devoy’s title is shown as such on the  
13 Golden Gate University website. Devoy stated that he is the Assistant Director of the Office of  
14 Student Conduct and Professionalism. Devoy stated that he would like to speak with Plaintiff  
15 regarding his Complaint towards the school. Plaintiff informed Devoy that Plaintiff has been told by  
16 GGU’s attorney to handle all matter’s through Defendants counsel. Plaintiff tells Devoy that if there  
17 is anything he would like to know about Plaintiff’s Complaint, he can get the Complaint from the  
18 attorney for GGU.

19  
20 Plaintiff then receives an email on December 1, 2017 from counsel for Defendant, Stacey  
21 Leask (“Leask”). The email has an attachment that is a student misconduct complaint form that was  
22 filled out by the Dean. The complaint states three infractions from the student handbook that the  
23 Dean alleges Plaintiff had committed: disruptive or unprofessional conduct, failure to comply, and  
24 acts harmful to other people. All three infractions of based on Plaintiff’s emails to his class. The  
25 Dean asserts that Plaintiff failed to comply by contacting other students, which was against his  
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1 orders. The Dean wants a resolution of expulsion. Devoy later sends Plaintiff a “Disciplinary Action  
2 Letter” on December 20, 2018.

3 Plaintiff was then told by Devoy that he would like to speak with Plaintiff as an “informal  
4 resolution process”, as stated in the student handbook. Plaintiff then filed an injunction to enjoin the  
5 school from the disciplinary hearing and to reinstate Plaintiff if needed. GGU agreed to postpone  
6 the disciplinary hearing until after the ADR mediation meeting.

### 7 **FIRST CAUSE OF ACTION**

#### 8 **VIOLATION OF CALIFORNIA EDUCATION CODE § 94367**

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10 California Education Code § 94367 states that “No private post secondary educational  
11 institution shall make or enforce a rule subjecting a student to disciplinary sanctions solely on the  
12 basis of conduct that is speech or other communication that, when engaged in outside the campus or  
13 facility of a private post secondary institution, is protected from governmental restriction by the  
14 First Amendment to the United States Constitution or Section 2 of Article I of the California  
15 Constitution.” Section 2 Article 1 of the California Constitution states that “Every person may  
16 freely speak, write, and publish his or her sentiments on call subjects, being responsible for the  
17 abuse of this right. A law may not restrain or abridge liberty of speech of press.”

18  
19 GGU is a private post secondary institution and put Plaintiff on interim suspension based  
20 solely on emails Plaintiff had sent to his class.

21 Plaintiff’s emails did not single out anyone or use vulgar or aggressive language of any kind.  
22 Plaintiff’s emails were sent off campus, even so, courts have interpreted this statute to protect  
23 student’s speech on campus as well. Plaintiff’s speech is protected by the First Amendment and  
24 Section 2 of Article I of the California Constitution. Plaintiff’s speech can be categorized as  
25 complaints. Plaintiff emailed his class regarding distractions that were caused by some students in  
26 the class and the enabling of such distractions from professors. Plaintiff’s emails asked students not  
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1 to cancel class, not to give irrelevant announcements in class, and gave factual background about  
2 GGU. Plaintiff's speech was not obscene, false statement of fact, or any other unprotected speech as  
3 has been determined by the Courts, nor has GGU proved or alleged Plaintiff's speech was such  
4 unprotected speech. Plaintiff has a legal right to express his objections regarding interference with  
5 his education.

6         The Dean attempted to restrain and abridge Plaintiff's speech in a few ways. First, the Dean  
7 informed Plaintiff not to communicate with students using the school intranet system. Second, the  
8 Dean told Plaintiff not to communicate with the class via email. Third, the Dean told Plaintiff not to  
9 communicate with anyone from GGU. Fourth, the Dean told Plaintiff to only communicate with  
10 him through email. Under such rules, that Plaintiff was punished for violating, not only was  
11 Plaintiff's rights as protected by the California Constitution and First Amendment right of freedom  
12 of speech violated, but also his First Amendment right of freedom of association.

13  
14         The Dean attempted to curtail and abridge Plaintiff's speech. As Plaintiff's speech was  
15 protected under the First Amendment and the California Constitution, as well as done off campus,  
16 GGU's actions violated California Education Code § 94367.

## 18                                   **SECOND CAUSE OF ACTION**

### 19                                   **BREACH OF CONTRACT**

20         Courts have determined that the relationship between a student and a private school is a  
21 contractual one. Such contractual obligations come from publications from the school. One such  
22 publication is the student handbook. The student handbook stipulates the disciplinary procedure.  
23 GGU has violated its own terms of the student handbook in more than one way.

24  
25         As written in the student handbook, the first part under disciplinary procedure is the  
26 initiating of a complaint. There was no complaint filed until almost three months after Plaintiff was  
27 suspended. Plaintiff has still not allowed to return to school.

1 The Dean placed Plaintiff on “interim suspension” as the Dean interpreted it in the student  
2 handbook. The first sentence of the section “interim suspension” states that charges must be  
3 pending to place a student on interim suspension. Plaintiff had no charges pending at the time of  
4 suspension and did not have charges until almost three months later. Nor does Plaintiff’s conduct  
5 meet any of the criteria in which interim suspension can be applied.

6 Under the interim suspension section of the student handbook, it states that the decision of  
7 placing a student on interim suspension will be determined by the Assistant Director for Student  
8 Conduct and Professionalism and approved by the Dean. The Dean unilaterally placed Plaintiff on  
9 interim suspension and Plaintiff did not hear from the Assistant Director for Student Conduct and  
10 Professionalism until about two and a half months later. The section also states that the Assistant  
11 Director for Student Conduct and Professionalism will determine if the student shall be denied to  
12 classes or any other restrictions. The Dean unilaterally did not allow Plaintiff to attend class and cut  
13 off Plaintiff from all of his online legal research accounts like Westlaw and LexisNexis.  
14

15 GGU violated its contractual obligation to provide Plaintiff with due process as well as other  
16 student handbook policies. Plaintiff was punished without receiving due process and was never  
17 found liable for any infraction.  
18

19 Plaintiff did not conduct himself or behave in anyways that are against student handbook  
20 policy.

21 A teacher canceled a scheduled class because some students wanted a longer Labor Day  
22 weekend. Plaintiff had already paid tuition and was denied the contractual obligation of the  
23 professor providing the class for that day.  
24

25 Plaintiff paid tuition to learn about the law, as GGU is a law school. On more than one  
26 occasion, class time was used for other things than learning about law. Plaintiff was forced to listen  
27 to student announcements regarding student organizations and bids for student council that were  
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1 done during class time. The student handbook specifically states that student organizations can  
2 publicize their activities in the “Events Calendar”, “Law School News”, and by posting approved  
3 fliers and digital signage. All of these methods are outside of the classroom and class time. GGU  
4 failed to prevent students from interrupting class time.

5         It appears GGU did not have an “Assistant Director for Student Conduct and  
6 Professionalism” as defined in the student handbook. GGU acknowledges this fault by altering the  
7 student handbook after Plaintiff brought forth this lawsuit. The Assistant Director for Student  
8 Conduct and Professionalism has been deleted and all roles that would otherwise be fulfilled by the  
9 Assistant Director for Student Conduct and Professionalism are now fulfilled by the Associate  
10 Dean. By not having an Assistant Director for Student Conduct and Professionalism, GGU was not  
11 even capable of offering students due process. This would explain why the Dean did not file a  
12 complaint until two and half months later, enough time to create and appoint someone to the  
13 position of Assistant Director of Student Conduct and Professionalism. This would also explain  
14 GGU’s failure to investigate Plaintiff’s harassment complaint. According to the student handbook,  
15 the Assistant Director for Student Conduct and Professionalism plays a vital role in the due process  
16 and rights of a student. The Assistant Director for Student Conduct and Professionalism acts as a  
17 neutral who leads the whole complaint and disciplinary procedure. Regardless of what happened,  
18 the Assistant Director of Student Conduct and Professionalism should have stepped in from the very  
19 beginning to make the offers that were made by the Dean and other GGU staff.

22         Due to GGU’s breach, Plaintiff was not able to attend classes or participate in any other  
23 way. Plaintiff was not found responsible for any wrong doing. To his ability, Plaintiff performed on  
24 his part and was prevented from further performance by GGU.

26         Due to GGU’s breach, Plaintiff has lost one year of his life and has been set back at least  
27 one year from the legal profession. Plaintiff has also had to pay back his student loan plus interest.

1 As a condition of the loan, Plaintiff must pay back the loan amount plus interest within six months  
2 of being a non-student. Essentially, Plaintiff wasted the interest money he had to pay back to the  
3 bank.

### 4 **THIRD CAUSE OF ACTION**

#### 5 **BREACH OF COVENANT OF GOOD FAITH AND FAIR DEALING**

6 Every contract imposes a duty of good faith and fair dealing. GGU has violated this  
7 covenant in more than one way. GGU discriminated against Plaintiff in its use of discipline.  
8 Plaintiff had been harassed and reported it to the GGU administration. GGU failed to act upon or  
9 investigate the matter. GGU failed to move the harassing student until Plaintiff's new seat bothered  
10 another student. The student even continued to harass Plaintiff after Plaintiff was told that he would  
11 have no other problems with the harasser. The harasser attempted to stop Plaintiff from asking  
12 questions in class and harassed and cursed him when Plaintiff defied him. Compared to the  
13 harassment Plaintiff received, Plaintiff's "misconduct" was trivial. The Dean's requested resolution  
14 also emphasizes the unfairness of GGU. The Dean is asking for expulsion for Plaintiff's emails.  
15 Compared to how GGU handled the harasser, this punishment is extreme, absurd and unfair.  
16

17 GGU was also not fair to Plaintiff when it suspended Plaintiff without notice or charges and  
18 delaying a resolution. Plaintiff was put on interim suspension and not given any information  
19 regarding the suspension until five days later. Plaintiff had exams coming in less than two weeks.  
20 Even when the Dean did send an email regarding the suspension, the Dean would not allow Plaintiff  
21 to return to campus but instead pressured him to withdraw. The Dean stated that if Plaintiff did not  
22 withdraw, he would file a disciplinary complaint. By these actions, Plaintiff lost his first semester  
23 without any kind of charges or hearing. Furthermore, GGU has kept Plaintiff's fall tuition even  
24 though Plaintiff only attended school for one month. GGU is using Plaintiff's tuition as a  
25 negotiating tool to get Plaintiff to withdraw. GGU is exploiting Plaintiff's financial situation to its  
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1 benefit by withholding Plaintiff's tuition and abusing its power, knowing that Plaintiff could not  
2 afford a lawyer to contend GGU's misconduct.

3 GGU's attempt to have a due process also shows their bad faith and unfairness. The Dean  
4 states three types of misconduct that Plaintiff committed, according to the student handbook. Each  
5 misconduct has provisions that constitutes such misconduct. For example, the provision of "Acts  
6 Harmful to Other Persons" is defined as a physical abuse, threats, harassment, hazing, possession of  
7 firearms, and other actions that would harm others. The Dean alleges that Plaintiff committed "Acts  
8 Harmful to Other Persons" in his complaint. However the Dean does not allege Plaintiff committed  
9 any of the definitions of "Acts Harmful to Other Persons." Likewise for the other two misconduct  
10 allegations. He simply states what misconduct he thought Plaintiff committed, and gives his own  
11 opinion about how Plaintiff committed the misconduct. The Dean's complaint is vague and does not  
12 give specific information on what exactly Plaintiff did to constitute the misconduct. He merely  
13 states how some students were subjectively affected by Plaintiff's emails. For Devoy to decide to  
14 issue Plaintiff a disciplinary letter on such unclear information that does not meet the criteria of  
15 such misconduct, shows unfair dealing. GGU, collectively, is against Plaintiff and will keep him out  
16 by any means necessary.

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18  
19 Devoy also did not properly do his duty as he was unclear in his approach to speak with  
20 Plaintiff. Devoy contacted Plaintiff regarding Plaintiff's lawsuit on the same day the Dean filed his  
21 complaint against Plaintiff. Devoy wants to speak with Plaintiff to see if GGU acted in accordance  
22 with its own policies. He does not mention a complaint. In misleading Plaintiff to believe Devoy  
23 wanted to talk to Plaintiff regarding Plaintiff's lawsuit, Plaintiff did not get the opportunity to give  
24 his input on the situation before Devoy issued his disciplinary letter. Further more, the handbook  
25 states that Devoy must determine that there was a violation. In Devoy's disciplinary letter, he  
26 clearly states it was "more likely than not" that Plaintiff violated the code of conduct.  
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1 The Dean has shown intent to keep Plaintiff out by any means possible, regardless of its  
2 contractual obligations to Plaintiff.

3 All such actions by GGU has shown an overall unfair dealing with Plaintiff with an “us  
4 against you” mentality.

5 **FOURTH CAUSE OF ACTION**  
6 **DEFAMATION/ FALSE FLIGHT**

7  
8 On September 18, 2017, the Dean sent an email to the GGU community titled “Advisory:  
9 Recent Security Concerns.” The email is in regards to what happened on September 15, 2017 when  
10 Plaintiff was intercepted by campus security and not allowed to attend class. After Plaintiff left, the  
11 school went into a “lock-down” mode. Exits were blocked off to make it a one way in one way out  
12 situation. Naturally, some students inquired to the Dean.

13 The email states that Plaintiff was requested by GGU to leave campus for an indefinite  
14 period. This is false. Plaintiff was ordered by the Dean not to return to school and would not allow  
15 Plaintiff to return at any time. Plaintiff was intercepted by campus security, taken to a private room,  
16 and ordered to leave under threat of being charged with trespassing. Plaintiff was never given  
17 another option.

18  
19 The email states that Plaintiff has “been demonstrating behavioral issues at the University”  
20 and that Plaintiff left “without resistance.” Plaintiff was punished for sending emails regarding how  
21 class time was being used and how the school was managed. Such emails were sent off campus. The  
22 Dean recognizes his suspension was for the emails and were done off campus. Therefore, the  
23 Dean’s statement that Plaintiff displayed “behavioral issues at the University” is false. This false  
24 language gives the implication that Plaintiff is a menacing presence on campus and creates fear of  
25 him among the readers.  
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1 The email continues with stating that there will be “heightened safe and security procedures  
2 for the time being.” The emails also states that GGU will communicate with Plaintiff while he  
3 remains off campus. Stating before that Plaintiff had behavioral issues on campus and ending with  
4 stating that there will be heightened security on campus further shed Plaintiff in a negative false  
5 light while showing the Dean in a positive light, like a protector. It implies Plaintiff is so dangerous  
6 that extra security is necessary. This, of course, is false as Plaintiff never had any issues with  
7 students in a physical presence nor did he threaten or harass anyone nor act in a way as the Dean  
8 implicates. In fact, it was Plaintiff who was harassed by another student to where the administration  
9 took no action about this. The Dean alleges that Plaintiff emailing his class was a behavioral issue at  
10 the University, however, Plaintiff can email his class from anywhere. By the Dean’s logic, any time  
11 Plaintiff emails anyone from GGU, even if Plaintiff is not a student there or even located in  
12 California, he is showing behavioral issues at the University.

14 The email creates such an outrageous falsity regarding Plaintiff that it would be highly  
15 offensive to any reasonable person. Any reasonable person would be offended by being shown as a  
16 dangerous unstable person with behavioral issues. The offense is even greater when a person has  
17 not behaved in anyway to give such an impression.

19 The Dean knew or should have known that such a publication that was sent out to the GGU  
20 community would portray Plaintiff in a false light and damage his reputation and character. The  
21 Dean knew or should have known that such a publication would be highly offensive to any  
22 reasonable person. The Dean did not want Plaintiff to return to school and would do this by any  
23 means possible, as shown by his suspension and follow up letters. The Dean put Plaintiff on interim  
24 suspension abruptly and with disregard to student handbook procedure. The Dean did not have the  
25 authority to place Plaintiff on Interim suspension unilaterally. The Dean was angry at Plaintiff for  
26 communicating with other students about distractions and GGU’s low bar passage rate and other  
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1 issues. The Dean, did not let Plaintiff return to school despite Plaintiff having no charges, pressured  
2 Plaintiff to withdraw, and sought for Plaintiff's expulsion when Plaintiff refused to withdraw. All of  
3 these actions show that the Dean had malicious intent behind his offensive defamatory email. The  
4 Dean knew that Plaintiff did not show any behavioral issues on campus.

5 GGU's actions have permanently damaged Plaintiff's reputation and Plaintiff has lost  
6 friends due to such actions. Students are fearful to associate with Plaintiff and as such, Plaintiff has  
7 been ostracized. This has caused Plaintiff sever depression low self-esteem.

## 9 **FIFTH CAUSE OF ACTION**

### 10 **INVASION OF PRIVACY BY PUBLIC DISCLOSURE OF PRIVATE FACTS**

11 The Dean's defamatory email disclosed Plaintiff's private situation to the whole GGU  
12 community. Although the email is false in its depiction of Plaintiff and other facts, it does expose  
13 the fact that Plaintiff has been told by GGU to remain off campus over issues the Dean was having  
14 with him.

15 Disclosure of such information by the Dean is highly offensive to any reasonable person. To  
16 expose such private matters to the community would humiliate any reasonable person, thus being  
17 offended by the one who disclosed such information.

18 Students have privacy rights that are protected by law. The Family Educational Rights and  
19 Privacy Act ("FERPA") protects students educational records. GGU claims to abide by FERPA but  
20 in disclosing Plaintiff's situation to the GGU community, GGU has disclosed Plaintiff's  
21 "educational record" as defined by FERPA. GGU also violated FERPA in that the Dean's email  
22 contained "personal identifying information" as defined by FERPA. Releasing such an educational  
23 record which contained personal identifying information about Plaintiff clearly violated Plaintiff's  
24 privacy rights.  
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1 The disclosure of such information by the Dean has no legitimate concern to the GGU  
2 community. There is no benefit to the GGU community by gaining knowledge of Plaintiff being  
3 kicked out of school under such circumstances.

## 4 **SIXTH CAUSE OF ACTION**

### 5 **INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS**

6 GGU's actions towards Plaintiff were outrageous and extreme. Plaintiff was harassed after  
7 about two weeks into the semester. A student who sat behind Plaintiff in his torts class told Plaintiff  
8 to put his hand down and not ask a question on another student's case. Plaintiff did not respond and  
9 kept his hand up. When Plaintiff was called by the professor, Plaintiff asked if he could ask a  
10 question on another student's case. After the professor responded affirmatively, the student cursed  
11 Plaintiff in an aggressive tone. Threatened and scared, Plaintiff immediately reported the incident to  
12 Bride and Koperski. Plaintiff was told to sit out that class and the matter would be investigated.  
13 Plaintiff was told that he would receive information before the next class. Plaintiff did not hear back  
14 from Koperski or Bride in due time and brought the issue back up with them. Plaintiff was told to  
15 change seats. Plaintiff had chose his seat because it was closest to the professor and was reluctant to  
16 move. Wanting to focus on class, Plaintiff moved. Plaintiff was asked again to move by the  
17 professor when the student next to Plaintiff's new seat objected to sitting next to Plaintiff. Plaintiff,  
18 scared and distracted, refused to move. At this point, it was arranged that the harasser would move  
19 and Plaintiff could move back to his original seat. Plaintiff was also informed that the harassing  
20 student has been spoken to and that there should be no other issues. The same day Plaintiff went  
21 back to his original seat, the harasser injected himself into a group study session Plaintiff was  
22 having with other classmates in the library. The harassing student joined the group uninvited and  
23 started interrupting Plaintiff when he spoke. Plaintiff left the group and informed Bride to where he  
24 did not hear back from Bride.

1 By GGU's reckless negligence, GGU made the camps a hostile environment for Plaintiff.  
2 Plaintiff was concerned about being attacked or further harassed. Plaintiff had anxiety and feared  
3 for his safety and GGU did not take any steps to investigate or keep the harasser away from  
4 Plaintiff. Plaintiff shares all of his classes with this student and was always afraid what the student  
5 might do to him. Especially after being further harassed in the library, after Bride insured that  
6 Plaintiff would have no more problems with the student.

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8 GGU totally disregarded Plaintiff's emotional state as well as physical safety. Not only was  
9 Plaintiff harassed, but GGU did not even investigate the matter. The solution given by GGU, to  
10 change seats, was further demeaning to Plaintiff as he was the victim and shouldn't have to move  
11 from his chosen seat. GGU did not make the harasser move until another student complained of  
12 sitting next to Plaintiff. GGU eventually moved the harasser to accommodate the student who did  
13 not want to sit next to Plaintiff, not for Plaintiff. Furthermore, the harasser continued to harass  
14 Plaintiff and no action was taken by GGU. This disregard for Plaintiff's safety put Plaintiff in a very  
15 negative emotional state. Plaintiff felt scared, humiliated, embarrassed, disrespected, inferior, and  
16 disregarded.

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18 The Dean's punishment of Plaintiff is extreme, harsh, and outrageous. The Dean  
19 unexpectedly put Plaintiff on an indefinite interim suspension. The Dean did not give any reason in  
20 his suspension letter and told Plaintiff to wait for further information. Plaintiff attempted numerous  
21 times to contact the Dean regarding the suspension to no avail. Plaintiff received an email a week  
22 later stating that Plaintiff would not be allowed to return to GGU and was pressured to withdraw.  
23 Should Plaintiff refuse to withdraw, the Dean would file a formal complaint against him. Plaintiff  
24 told the Dean that he wishes to return. Plaintiff informed the Dean that he had a wife and two young  
25 children to support. Plaintiff informed the Dean that his father was in his sixties. Plaintiff informed  
26 the Dean that he had given up his career and life in China to move his family back to the USA and  
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1 provide a better life for them by becoming a lawyer. The Dean knew that Plaintiff was passionate  
2 about the law and dreamed of becoming a lawyer. The Dean knew that Plaintiff had a family  
3 depending on him that were living on state benefits and family help.

4 The Dean disregarded Plaintiff's situation and vulnerability and abused his power in not  
5 budging from his position of keeping Plaintiff out of GGU. The Dean did not care about Plaintiff or  
6 his family and was angry about Plaintiff's emails. The Dean's abuse of power damaged Plaintiff's  
7 interest of becoming a lawyer and providing a better life for his family.  
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9 The Dean's actions towards Plaintiff has caused Plaintiff sever depression and anxiety. As  
10 stated above, Plaintiff sacrificed a lot to provide a better life for his family and it was all destroyed  
11 by the Dean for such a trivial matter. The Dean has embarrassed and humiliated him to the GGU  
12 community and Plaintiff's family. Plaintiff is also now fearful of speaking his mind and speaking on  
13 issues that he feels are wrong due to the Dean's actions.  
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#### 15 **PRAYER**

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17 WHEREFORE, Plaintiff pray for relief as follows:

- 18 a. Damages in the amount of \$100,000 for violation of California Education Code §  
19 94367. Plaintiff's civil rights have been violated and should be compensated for  
20 this. Furthermore, it is in the public interest to penalize GGU in order to deter  
21 any further violations. Plaintiff also seeks declaratory relief, as granted under  
22 statute. In the case that Plaintiff is not accepted to another law school by July,  
23 2018, Plaintiff seeks injunctive relief, as stated in the statute, by reinstatement.  
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25 b. Damages in the amount of \$125,000 due to being delayed working as a lawyer  
26 for at least one year.  
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- 1 c. Damages to compensate for tuition at another law school. Plaintiff was awarded a  
2 merit scholarship that was worth \$40,000 a year. This reduced Plaintiff's tuition  
3 to around \$4,250 per semester. Should Plaintiff's tuition at a new law school  
4 exceed this amount, GGU will pay the excess.
- 5 d. Damages for breach of the covenant of good faith and fair dealing.
- 6 e. Damages for the emotional distress GGU has caused Plaintiff.
- 7 f. Costs paid by Plaintiff to relocate to San Francisco.
- 8 g. Immediate refund of Plaintiff's tuition and any other moneys paid to GGU by  
9 Plaintiff as well as the interest Plaintiff has paid on his student loan.
- 10 h. Damages in the case that GGU's actions have caused so much harm to Plaintiff  
11 that he would not be accepted to another law school thus barring him from the  
12 legal profession.
- 13 i. Such other relief deemed just and proper.
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24 DATED: May 14, 2018

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26 MORTEZA BENJAMN RAY  
27 KARIMI  
28 In Pro Per